# IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS

# NOTICE TO BIDDERS SPECIFICATION NO. 06-022

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

# One (1) Mobile Laboratory Unit

# Meeting or exceeding the City of Lincoln's Specifications

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, **January 11, 2006** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Documents may be downloaded at the City's website: <a href="http://www.ci.lincoln.ne.us">http://www.ci.lincoln.ne.us</a> Keyword: Bid or by contacting the Purchasing Office at 402/441-7410.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.** 

# BID PROPOSAL SPECIFICATION NO. 06-022

BID OPENING TIME: 12:00 NOON DATE: Wednesday, January 11, 2006

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

•	ted below.	moanon, compie	te iii every respe	set, in strict accordan	ce with the contract doca	ments at and for
Failure	of any submitter t	o receive any ad	dendum or inter	pretation of the speci	through are hereby fications shall not relieve final contract document.	_
<u>Item</u>	Qty.	<u>Unit</u>	<u>Descri</u>	<u>ption</u>	Unit cost	Total Cost
1.	1	Each	•	tions, Complete d accessories	\$	\$
		Make		Manufacturer		
	BID SECURITY R	REQUIRED:	YES <u>X</u>	_ NO		
	ersigned signatory fo	oposal is accepted.	MPLETE COPIES	OF PROPOSAL AND	SUPPORTING MATERIAL SID FOR SPEC. 06-022	
COMPA	ANY NAME			BY (Signature	)	
STREET ADDRESS or P.O. BOX				(Print Name)		
CITY, S	TATE ZIP C	ODE		(Title)		
TELEPHONE No. FAX No.				(Date)		
E-Mail Address				Estimated Deliv	ery Days	

Bids may be inspected in the Purchasing Division during normal business hours <u>after</u> tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** A Letter of Intent will be listed on the website when a recommendation is received from the Department.

# SPECIFICATIONS FOR

# One (1) Mobile Laboratory Unit

# 1. <u>INTENDED APPLICATION</u>

- 1.1 The intent of this specification is to describe a Slip-on Truck Body insert to be used as a Mobile Laboratory Unit for use by the Lincoln Water System (LWS) to provide a location for environmental laboratory specialist to perform on-site chemical analyses with protection from unpredictable weather conditions.
  - 1.1.1 Unit offered shall meet or exceed the requirements stated herein.

# 2. <u>MATERIALS</u>

- 2.1 Materials will be at least minimum standards and of a quality currently used commercially and conforming to current engineering and manufacturing practices of said type of equipment.
- 2.2 Materials will be free of defects which would adversely affect the function or appearance of the finished unit.

# 3. <u>DESIGN</u>

- 3.1 The universal slip-on truck body insert furnished under this specification will be of the manufacture's current design and will conform to the minimum requirements set forth herein.
- 3.2 Current literature with dimensions and pictures must accompany copy of specifications with bid

## 4. MODEL

- 4.1 Cargobody Products or approved equal.
- 4.2 <u>Units offered which deviate in some areas of the technical specifications but are equal in design, performance and quality will be given consideration.</u>
- 4.3 The right to evaluate specification compliance and equivalency is reserved by the City.
- 4.4 See section seven (7) of the Instructions to Bidders regarding Brand Names.
- 4.5 Drawings attached showing proposed layout and cabinet specifications.

# <u>YES | NO</u>

5.	1 <u>1<b>V1O</b>1</u>	<u>one Labo</u> 5.1	oratory Unit Universal slip-on truck body insert to be used with Ford F-250 4x4 truck.
	-1	J.1	5.1.1 Said unit shall be easily slipped on and off with minimal effort.
6.	<u>Unit</u>	Specific	ations
	_	6.1	Overall length 107" (interior) / 108.25" (exterior).
	_	6.2	Overall height of 58" (interior) / 62" (exterior)'.
	.	6.3	Rear door opening; 49.5" height and 49.5" width.
	.	6.4	One piece mono-body capsule with full floor support capable of holding contents when
		rem	oved from vehicle.
	.	6.5	Easily interchangeable with other vehicles with similar dimensions.
	_ [	6.6	Built-in jack receptacles (4) for slip jack stands for easy vehicle transfer or stationary
		use	of unit
	_	6.7	Built for use with long box, eight (8) foot truck body unit.

		Company Name
YES   NO		
1	6.8	Integral four point built-in lock down system (to secure to vehicle).
	0.0	6.8.1 System shall not require any vehicle modification (drilling of holes in body) for installation.
	6.9	Body constructed of 30:70 glass to resin ratio.
	6.10	Body approximately 0.22" thick fiberglass mat lamination.
	6.11	All core material shall be sandwiched between two layers of glass and resin (no fillers).
	6.12	Inside unit finished with white gel-coat with automotive finish for added brightness.
	6.13	All hardware shall be constructed of stainless steel.
	6.14	High mounted third brake light.
	6.15	Minimum of four (4) interior dome lights with switch near entry door.
	6.16	Auxiliary 12 Volt all weather power receptacle.
	6.17	Auxiliary 7 pole power junction box (for adding power accessories).
	6.18	Dual rear locking cargo doors with automotive rotary latches.
	6.19	Tinted rear door windows.
	6.20	Double walled fiberglass floor.
	6.21	20" tall by 70" long side access door with key lock to interior shelves with two (2) wooden
		cupboard door(s) (right side of unit).
	6.22	Set of three (3) full size shelves (72" long and 12" deep) with adjustable spacing and dividers
		for standard type bin boxes and most tool boxes.
		6.22.1 Heavy duty 18 ga. steel with rust resistant galvanized coating, mounted on side.
		6.22.2 Shelves shall be lined with non-slip rubber mats.
	6.23	15" by 72" (long box) left side tinted slider window with screen
	6.24	Formica desk top surface 80" long, 20" wide with 35" width for 35" near entry door.
	6.25	Two (2) filing drawers; 16.5" wide by 12" tall by 19" deep.
	6.26	Two (2) paper drawers; 16.5" side by 5" tall by 19" deep.
	6.27	One (1) blueprint drawer; 33" wide by 5" tall by 19" deep.
		6.27.1 Drawer units shall be stackable with wood fronts and will be placed against cab wall of unit.
1	6.28	Four (4) interior 112 volt electrical outlets.
	6.29	One (1) 110 volt plug receptacle (for shore power).
	6.30	Heavy Duty vinyl flooring.

_	0.30	Heavy Duty vinyi nooning.
_	6.31	Auxiliary fold down conference chair.
_	6.32	Rear Step, receiver type.
_	6.33	Roof Vent/Emergency Escape Hatch - approximately 24" x 24".
_	6.34	Roof mounted air conditioning (13,500 BTU) with 5000 BTU heating option.
_	6.35	High Output 2500 watt Power inverter.
	6.36	Camper type jacks, heavy duty capacity (set of 4).
	6.37	Unit painted to match vehicle color (Ford Silver Metallic).
	6.38	Carbon Monoxide Monitor.
	6.39	Universal Smoke Detector.

Company Name_		 

## YES | NO



- 7.1 The bidder shall warrant all materials and workmanship for all equipment supplied for a minimum of 12 months following installation at the site.
  - 7.1.1 Please state terms and conditions of warranty on bid proposal.
  - 7.1.2 During the warranty period, it will be the responsibility of the distributor to perform warranty repairs F.O.B., Lincoln Water Systems, Ashland Water Treatment Facilities, Ashland, Nebraska or, at the distributor's discretion, to transport the equipment to the factory-authorized repair facility for such repairs.
  - 7.1.3 All transportation costs associated with such warranty repairs will be paid by the distributor.
  - 7.1.4 Any defective portions which are repaired or replaced shall be guaranteed for an additional 90 days.

# 8. MANUALS

\_\_\_\_| \_\_\_\_\_ 8.1 Operation, installation and maintenance manuals and adequate operation and maintenance information shall be supplied for all equipment requiring maintenance or other attention.

8.1.1 One copy of each manual shall be produced in bound, hard copy.

# 9. <u>CLARIFICATIONS</u>

\_\_ | \_\_\_\_ 9.1 All questions regarding these specifications must be made in writing to the following:

# **Vince M. Mejer Purchasing Agent**

440 S. 8th Street/Suite 200/SW Wing

Lincoln, NE 68508

Email: <a href="mailto:vmejer@lincoln.ne.gov">vmejer@lincoln.ne.gov</a>

Fax: 402/441-6513

- 9.2 All questions must be received in the Purchasing Department no later than, Wednesday, January 11, 2006 to allow adequate time to prepare an addendum to mail to all know specification holders.
- 9.3 If the bidder is unable to meet all the required specifications a written explanation shall be included with bid proposal.

# 10. <u>DELIVERY</u>

\_\_\_\_ | \_\_\_\_ 10.1 Delivery of unit shall include freight, all delivery costs, complete and ready for operation with all manuals and accessory equipment.

10.1.1 Delivery shall be to:

Lincoln Water System

Ashland Water Treatment Plant

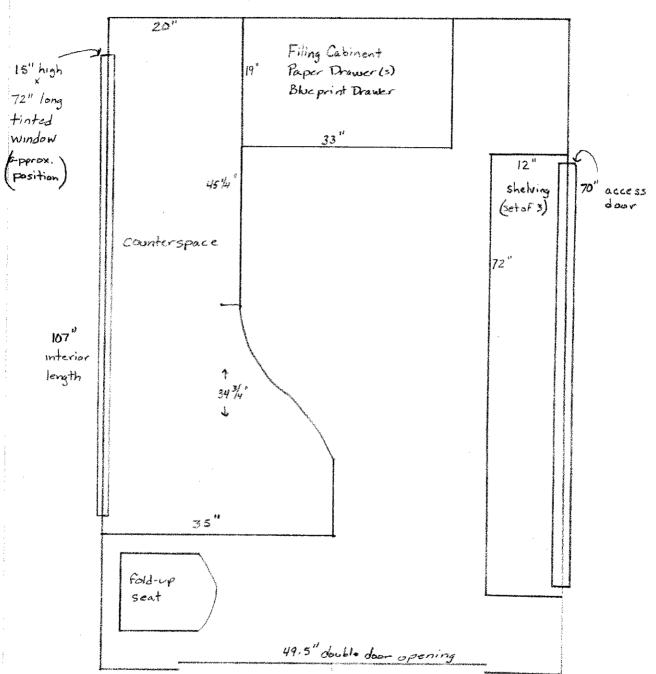
Attn: Mgr of Laboratory Services

401 Hwy. 6, PO Box 144

Ashland, NE 68003

# PROPOSED MOBILE LAB UNIT LAYOUT

71" total width



Total height 60" entry door height 51"

\* Must fit inside 8' box of Ford F-250.

Filing cabinent > two-16.5" wide x 12" tall x 19" deep paper drawer > two-16.5" wide x 5" tall x 19" deep blue print drawer > one-33" wide x 5" tall x 19" deep

Shelving cabinent + set of three enclosed 12" x 72" long shelves - adjustable height Countertop + 20" wide by 80" long except as drawn

Note: All measurements approximate

# No. 9565 Engineer's Comparation Pag

# int

# Proposed Cabinert Specifications

Filing Cabinent Paper Drawers Blue print Drawers

Blue print drawer

Blue print drawer

Baper Drawer

14.5"

Filing Cabinent

Filing Cabinent

16.5"

Pedestal - unknown dimensions

Note: Cabinent | Drowers 19" deep

Cabinent must sit on pedestal at least 2" off floor.

Top of cabinent | drawers should be flush with counter top



# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

#### 1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

#### 2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of hid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

#### 3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### 4. CLARIFICATION OF SPECIFICATION DOCUMENTS

4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

#### 5. ADDENDA

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

#### 6. ANTI-LOBBYING PROVISION

6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

#### 7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

#### 8. DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

#### 9. DELIVERY (Non-Construction)

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon inside delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

#### 10. WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 10.1.1 Manufacturer's warranties and/or guarantees.
  - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

#### 11. ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
  - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
  - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

## 12. BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve it's requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

## 13. INDEMNIFICATION

.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom

- and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts

#### 14. TERMS OF PAYMENT

14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### 15. <u>LAWS</u>

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

#### 16. AFFIRMATIVE ACTION

16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

#### 17. LIVING WAGE

17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

## 18. EXECUTION OF AGREEMENT

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
  - X a. This Contract shall consist of a PURCHASE ORDER and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
  - \_b. The contract shall consist of a YEARLY AGREEMENT and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
    - \_c. Three (3) copies of the CONTRACT, unless otherwise noted.
      - City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
      - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
      - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
      - $4.\,$  Upon approval and signature from the Mayor, the City will return one copy to the Contractor.